

REQUEST FOR PROPOSAL

ADOLESCENT INPATIENT/RESIDENTIAL ADDICTION TREATMENT SERVICES
TO BE LOCATED IN THE GREATER NEW ORLEANS AREA

OFFICE FOR BEHAVIORAL HEALTH
DEPARTMENT OF HEALTH AND HOSPITALS

RFP # _____
Proposal Due Date/Time:

Release Date:

TABLE OF CONTENTS

Section	Content	Page
	Glossary	
I	General Information	4
A	Background	
B	Purpose of RFP	
C	Invitation to Propose	
D	RFP Coordinator	
E	Proposer Inquiries	
F	Pre-Proposal Conference	
G	Schedule of Events	
H	RFP Addenda	
II	Scope of Work	7
A	Project Overview	
B	Deliverables	
C	Liquidated Damages	
D	Fraud and Abuse	
E	Technical Requirements	
F	Subcontracting	
G	Insurance Requirements	
H	Resources Available to Contractor	
I	Contact Personnel	
J	Term of Contract	
K	Payment Terms	
III	Proposals	17
A	General Information	
B	Contact After Solicitation Deadlines	
C	Rejection and Cancellation	
D	Award Without Discussion	
E	Assignments	
F	Proposal Cost	
G	Ownership of Proposal	
H	Procurement Library/Resources for Proposer	
I	Proposal Submission	
J	Proprietary and/or Confidential Information	
K	Proposal Format	
L	Requested Proposal Outline	
M	Proposal Content	
N	Evaluation Criteria	
O	On Site Presentation/Demonstration	
P	Announcement of Award	
IV	Contractual Information	25
	Attachments	

Glossary

DHH: Department of Health and Hospitals

LGE: Local Governing Entity

Must: Denotes a mandatory requirement

OBH: Office of Behavioral Health

Redacted Proposal: The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.

Shall: Denotes a mandatory requirement

Should: Denotes a preference, but not a mandatory requirement

Will: Denotes a mandatory requirement

I. GENERAL INFORMATION

A. Background

1. The mission of the Department of Health and Hospitals (DHH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Department of Health and Hospitals is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
2. DHH is comprised of Medical Vendor Administration (Medicaid), Office for Citizens with Developmental Disabilities, Office of Behavioral Health, Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.
3. DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.
4. The Office of Behavioral Health(OBH)-Addictive Disorders is charged with the formulation and implementation of policies relating to the treatment and prevention of alcohol and other drugs of abuse and/or gambling disorders; the administering of residential and outpatient care facilities relating to alcohol and drug abuse or gambling disorders; the establishment of employee assistance programs for state employees; the provision of assessment, referral and treatment services for persons who abuse alcohol and other drugs or have a significant gambling problem and who are subject to the custody of state, municipal, or parish correctional institutions pursuant to agreements with such institutions; and the maintenance of statistics and other relevant information on alcohol, drugs of abuse, and gambling.

B. Purpose of RFP

The Department of Health and Hospitals, Office of Behavioral Health is soliciting proposals from qualified proposers interested in providing inpatient/residential treatment services for adolescents ages 12 to 17 in a free-standing (not hospital-based) setting. OBH is seeking proposals for one inpatient/residential program to provide 40 beds for adolescent boys and girls for the treatment of addictive disorders. The facility must be located in the Greater New Orleans area which shall be defined for this project as the Parishes served by Metropolitan Human Services District and Jefferson Parish Human Services

Authority which are Local Governing Entities. Average daily utilization for FY 2008-2009 was approximately 75% with an average waiting list of 0 adolescents.

1. A contract is necessary to provide adolescent inpatient residential treatment services to adolescents with primarily substance use disorders but may have co-existing mental health disorders as well. The services provided must meet American Society of Addiction Medicine (ASAM) Level III.5. Services are to include screening and assessment, individual and group therapy, family services, psychoeducation, educational services, as well as room and board. See deliverables for a full explanation of all deliverables.

C. Invitation to Propose

The Office of Behavioral Health is inviting qualified proposers to submit proposals for services to provide adolescent inpatient/residential treatment for adolescents males and females age 12 through 17 in accordance with the specifications and conditions set forth herein. Proposals from public, private not-for-profit and private for-profit organizations will be accepted.

D. RFP Coordinator

1. Requests for copies of the RFP and written questions or inquiries must be directed to the RFP coordinator listed below:

Galen Schum
OAD Executive Director of Field Services
Office of Behavioral Health
Department of Health and Hospitals
628 North 4th St,
Baton Rouge, LA 70802
Telephone Number: 225-342-0777
Facsimile Number: 225-342-3875
Email: galen.schum@la.gov

2. This RFP is available in pdf at the following we blinks:
<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25> and
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>
3. All communications relating to this RFP must be directed to the DHH RFP contact person named above. All communications between Proposers and other DHH staff members concerning this RFP are strictly prohibited. Failure to comply with these requirements may result in proposal disqualification.

E. Proposer Inquiries

1. The Department will consider written inquiries regarding the requirements of the RFP or Scope of Services to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for

clarification of the content of this RFP must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to both of the following web links:

<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25> and
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>

2. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

F. Pre-Proposal Conference

Not required for this RFP

G. Schedule of Events

DHH reserves the right to deviate from this Schedule of Events

Schedule of Events	Tentative Schedule
Public Notice of RFP	Insert Date
Pre-Proposal Conference	Time, Date and Location
Deadline for Receipt of Written Questions	Insert Time and Date
Response to Written Questions	Insert Date
Deadline for Receipt of Written Proposals	Insert Time and Date
Initial Proposal Evaluation	Insert Date
On Site Presentations/Demonstrations The top three scoring proposers may be invited to provide On Site presentations or demonstrations of services and/or products.	Time, Date and Location
Proposal Evaluation Begins	Insert date
Contract Award Announced	Insert date
Contract Negotiations Begin	Insert date
Contract Begins	Insert Date

H. RFP Addenda

In the event it becomes necessary to revise any portion of the RFP for any reason, the Department shall post addenda, supplements, and/or amendments to

all potential proposers known to have received the RFP. Additionally, all such supplements shall be posted at the following web address:

<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25> and

<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>

II. SCOPE OF WORK

A. Project Overview

1. The contractor selected for this project will provide a maximum of 40 beds for a non-hospital based inpatient/residential treatment program for adolescents both male and female, ages 12-17 which must be located in the Greater New Orleans area which shall be defined for this project as the following Parishes: Orleans, St. Bernard, Plaquemines, and Jefferson.
2. Services for the inpatient/residential treatment program shall operate 24 hours a day, seven days a week using treatment models which are research-based and outcome-oriented for individuals with addictive disorders.
3. The services provided are targeted to chemically dependent adolescents in the Greater New Orleans area, both male and female, who meet OBH recognized level of care criteria for inpatient/residential treatment. The program sought will utilize the network of the OBH Outpatient Clinics as its primary referral source. The Contractor(s) may also accept referrals from private chemical dependency service providers or other referral sources including the criminal justice system. The facility where services will be provided must be free standing, medically supported and used exclusively for the treatment of alcoholism, drug dependency, and co-occurring addiction and mental disorders. The contractor must accept referrals and admit clients from all areas of Louisiana.
4. The contract will be paid on a per diem basis; the established per diem rate for adolescent inpatient/residential services of \$146.00 per day per occupied bed. Average length of stay is approximately 60 days.
5. The per diem rate listed above is current as of the posting of this RFP. At any time during the contract period, the OBH per diem rates and/or assigned funded beds may be increased or decreased based on a redetermination of the established per diem rates and/or number of assigned funded beds. There is no guarantee that an adjusted per diem rate or an increase/decrease in the number of beds will become available during the term of this contract all is subject to availability of funding.

6. If the Contractor's facility has the capacity to house more individuals, this may be considered, but funding will be restricted at this time to the beds indicated above. The facility must be operational with active clients within 60 days of approval of the contract. The level of care to be provided is defined by American Society of Addiction Medicine (ASAM) Criteria as Clinically Managed High Intensity Residential (Adolescent Inpatient/residential) Level III.5.
7. The adolescent inpatient/residential treatment program shall include, but not be limited to, the following components which correspond to the requirements of Department of Health and Hospitals Division of Rate Administration's Intervention Level IV Care System:
 - a. Professional Therapeutic Counseling/Groups
 - b. Treatment Planning and Referral
 - c. Structured Environment
 - d. Room and Board
 - e. Transportation
 - f. Leisure Time Activities, Exercise Program
 - g. Self-Help Groups
 - h. Discharge Planning
8. Admission to the program shall be based upon the referrals from the Office of Behavioral Health region and district outpatient clinics and other recognized referral sources as determined by a standardized, integrated screening and evaluation process which indicates that inpatient/residential is the recommended level of care and the admission is approved by the facility's inpatient manager or medical director.
9. Contractor must participate in the Department's Disaster Preparedness planning process including preparedness, response, and recovery as appropriate to the event and be available through MOU to house evacuated clients from other residential addiction facilities if needed according to pre-planned agreements.

B. Deliverables

1. General Requirements

- a. The inpatient/residential treatment program must provide multi-disciplinary treatment services in a structured setting designed to achieve a chemical free lifestyle. The program is intended for the chemically dependent adolescent (aged 12-17 years) who has either failed at outpatient treatment or, based on the clinical judgment of the outpatient clinic staff, cannot succeed in an outpatient setting, and/or has completed primary treatment but is in need of continued inpatient/residential treatment. The programs must maintain a

minimum of 90% utilization of contracted capacity by six months of beginning operations and thereafter throughout the term of the contract.

- b. Procedures insuring proper documentation of activities and data collection, for the purposes of evaluating program effectiveness, shall be developed and implemented by the contractor and submitted to OBH within 30 days of contract approval. OBH will review such procedures prior to implementation and notify contractor of OBH's acceptance or rejection of these procedures. Management information, preserving client confidentiality, will also be collected.
- c. Contractor must admit clients from throughout the State.
- d. Contractor will operate up to 40 adolescent inpatient/residential beds. Proposals for less than the indicated number of beds for this program will not be considered but the contractor will be allowed to achieve the indicated number of beds by providing the services in multiple sites.
- e. Inpatient/residential services must be provided for both male and female adolescents. Separate living areas for males and females is required and treatment services should be segregated except when clinically indicated.
- f. Contractor shall input admission, services, and discharge data into the prescribed OBH-AD database. Contractor further agrees to maintain documentation supporting the continuous operation of the program, to include, but not be limited to, time sheets of all personnel, and expenses incurred in the operation of the program, including dietary expenses. Contractor will also maintain comprehensive client records in accordance with the contract terms.
- g. The Contractor must meet all staffing requirements for this level of care as required by the Department of Health and Hospitals, Bureau of Health Services Financing Minimum Standards Requirements for Substance Abuse/Addiction Treatment Programs and should staff at the OBH recommended staffing patterns, Attachment IV. The Contractor must make arrangements through contractual agreement or other means when indicated for psychological testing and psychiatric assessment.
- h. Contractor agrees to administer/review the Comprehensive Adolescent Severity Inventory (CASI), and/or other instruments approved by OBH to each client admitted to the program. Use of any other assessment instrument must be approved by OBH. Based on the results of these instruments and other evaluations, Contractor shall develop an individualized, comprehensive treatment plan for each client within 72 hours of admission.

- i. Contractor further agrees to update such treatment plan on an as needed basis, but no less than every 30 days. Contractor shall provide services based on the treatment plan and in accord with established evidenced based practices designed to change personal self-defeating behaviors for all clients. Such services shall include, but are not limited to the following:
 - i. A psychiatric evaluation shall be completed within 72 hours following the identification of an indicator of a possible co-occurring mental illness.
 - ii. General group therapy for all patients shall be provided 6 days per week including experiential therapy groups
 - iii. Each client's family or guardian will be contacted at least 1 time per week either in person, by phone or by letter, to update them on client's progress.
 - iv. Client's Probation Officer, FINS Worker or Judge (in cases of court ordered treatment) will be contacted at the initial treatment plan meeting and treatment update, or at least 1 time every 30 days.
 - v. Individual counseling shall occur as prescribed in the treatment plan.
 - vi. Family sessions shall occur as prescribed in the treatment plan.
 - vii. Community groups designed to further communication skills necessary for reduction of personal and group conflict shall be provided a minimum of twice weekly.
 - viii. Gender specific groups to address issues specific to gender which are more therapeutically addressed in a same sex environment shall be provided.
 - ix. Educational services for each client on a daily basis, Monday through Friday shall be provided. Educational services must be provided by certified teacher(s) which will include elementary, junior high, and high school curricula as well as a G.E.D. program.
 - x. Transportation will be provided to the nearest available G.E.D. testing site for clients who have met the Louisiana State Board of Education requirements and wish to take the G.E.D. examination.
 - xi. A series of lectures related to chemical dependency shall be presented at least 2 times per week. These services which will be delivered by a member of the counseling or nursing staff, or an approved volunteer will include: Disease Process of Addiction, The Dysfunctional Family, Living a Self Help Program, Identifying Feelings, Living a Self Help Program, Identifying Feelings, Values and Goal Setting, Health Issues Related to Drug Use, HIV and AIDS, Sexually Transmitted Diseases, Nutrition in Recovery as well as other appropriate topics for an adolescent population.
 - xii. Relapse specific group therapy shall be provided at least once monthly.
 - xiii. The information and support necessary to assure clients access to support groups such as Alcoholics Anonymous and Narcotics Anonymous shall be presented at least 4 times weekly. Opportunities for regular exercise and recreation on a daily basis.

- xiv. Recovery support services must be provided as appropriate during the treatment stay and referral for continuing recovery support services in the community following discharge.

i. Health Screening, Services and Counseling

- a. Contractor agrees to complete a medical history for all clients, which shall be reviewed by a nurse (RN or LPN). The nurse shall refer clients for further screening/examination according to need.
- b. Contractor shall, through the services of a nurse:
 - i. Review all medical histories and refer clients for further medical screening and/or examination according to individual need.
 - ii. Provide pre-test counseling to clients who will be tested for HIV and TB.
 - iii. Draw blood specimens for voluntary HIV and mandatory STD tests, perform mandatory skin tests for TB, collect urine for voluntary pregnancy tests, secure and package specimens and ship them to the laboratory designated by OBH.
 - iv. Provide post-test counseling to clients upon receipt of HIV, TB, STD and pregnancy test results.
- c. Contractor shall also administer a nicotine screening survey to each client admitted. Should a client choose to participate in a tobacco cessation program, Contractor agrees to provide such client with tobacco cessation services.
- d. Contractor shall document the results of testing and pre- and post-counseling in the client record.

ii. Discharge Planning

- a. Contractor agrees to work with each client prior to completion of treatment to create a discharge plan that addresses, at a minimum, the following areas:
 - Maintenance of a chemical-free lifestyle,
 - Recommendation for continuing care and documentation of referrals made and/or attempted.
 - Clients shall not be discharged to homelessness.
- b. Contractor shall provide a copy of the discharge plan to each client at completion of treatment. For those clients who exit the program prior to completion, the Contractor shall make recommendations for continuing care and document efforts to refer for continuing care in the client record.

iii. Customer Satisfaction

- a. Contractor agrees to administer a satisfaction survey to each client at the time of discharge in order to solicit feedback on his/her treatment experiences, and shall provide the completed surveys to the OBH regional or district office.

The survey will be submitted to OBH-AD for approval within 30 days of contract approval.

- b. Contractor further agrees to participate in any additional evaluations required by the OBH in pursuit of quality assurance, licensure and/or compliance with any applicable federal grants.

iv. Treatment Efficacy

- a. Contractor agrees to collect frequency data on (1) the use of alcohol and (2) the use of other drugs at admission and discharge of each client and to provide such data to OBH in the form and manner prescribed by OBH.
- b. At admission the Contractor shall collect data about the frequency of alcohol use in the past 30 days. The same data shall be collected at the time of discharge.
- c. Frequency data shall also be collected in the same manner for the most frequently used drugs other than alcohol
- d. Contract programs are required to submit Invoices for services on a monthly basis. These invoices are reviewed and compared with the service delivery data and utilization data that have been submitted to the OBH data bases. In addition to a review of electronic data, monitoring site visits will occur on a minimum basis of once a quarter. A site visit review will include pulling a random sample of client records to assure documentation of required services and outcomes as reported into the data base. In addition, administrative and personnel records will be reviewed to assure that operational and staffing provisions of the contract have been met. OBH will document deficiencies. Non-compliance with any service provisions will result in delays in reimbursement to the Contractor until compliance is obtained.

C. Liquidated Damages

- 1. In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess.
 - a. Late submission of any required report - \$50 per working day, per report.
 - b. Failure to fill vacant contractually required key staff positions within 90 days - \$500 per working day from 91st day of vacancy until filled with an employee approved by the Department.

- c. Failure to maintain all client files and perform all file updates according to the requirements in the contract, as evidenced in client files when reviewed during monitoring site visit - \$100 per client.
 - d. Late submission of invoices beginning 10 business days after the stated due date - \$50 per working day per invoice.
2. The decision to impose liquidated damages may include consideration of some or all of the following factors:
 - a. The duration of the violation;
 - b. Whether the violation (or one that is substantially similar) has previously occurred;
 - c. The Contractor's history of compliance;
 - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;
 - e. The "good faith" exercised by the Contractor in attempting to stay in compliance.

D. Fraud and Abuse

1. The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.
2. Such policies and procedures must be in accordance with state and federal regulations. Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

E. Technical Requirements

The Contractor must maintain hardware and software compatible with current DHH requirements which are as follows:

- IBM compatible PC,
- Pentium 4, Celeron or equivalent processor (or compatible successors),
- 2 Gig of RAM memory,
- Enough spare USB ports to accommodate thumb drives, etc.
- 10 Gig free hard drive space (suggest 80 Gig hard drive for the system);
- Ethernet LAN interface for laptop and desktop PCs
- Color monitor;
- Printer compatible with hardware and software required;
- High speed internet with email;
- CD ROM;
- Windows XP, SP3 or later version of operating system (minimum);
- Windows Internet Explorer 7.0 (or later)
- Microsoft Office 2003 or later;
- Appropriate firewalls for internet security.

- Compliant with industry-standard physical and procedural safeguards for confidential information (NIST 800-53A, ISO 17788, etc.).

F. Subcontracting

The contractor shall not contract with any other party for furnishing any of the work and professional services required by the contract without the express prior written approval of the Department. The contractor shall not substitute any subcontractor without the prior written approval of the Department. For subcontractor(s), before commencing work, the contractor will provide OBH with letters of agreement, contracts or other forms of commitment which demonstrates that all requirements pertaining to the contractor will be satisfied by all subcontractors through the following:

1. The subcontractor(s) will provide a written commitment to accept all contract provisions.
2. The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

G. Insurance Requirements

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

1. Contractor's Insurance

The Contractor shall not commence work under this contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. The Contractor shall not allow any subcontractor to commence work on subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

2. Compensation Insurance

Before any work is commenced, the Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed to provide services under the contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees,

and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

3. Commercial General Liability Insurance

The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect Contractor, the Department, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the Department. Such insurance shall name the Department as additional insured for claims arising from or as the result of the operations of the Contractor or its subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

4. Insurance Covering Special Hazards

Special hazards as determined by the Department shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

5. Licensed and Non-Licensed Motor Vehicles

The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

6. Subcontractor's Insurance

The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

H. Resources Available to Contractor

The Agency/Program name will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

I. Contact Personnel

All work performed by the contract will be monitored by the contract monitor:

OBH Assistant Secretary, Kathy Kliebert, MSW, LCSW or designee
Department of Health and Hospitals
Office of Behavioral Health
628 North 4th St.
Baton Rouge, LA 70802
Phone: 225-342-6717
Email: kkliebert@la.gov

J. Term of Contract

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period of thirty-six (36) months, contingent upon contractor performance, and available funding. An extension of the contract for an additional 24 months may occur at the determination of OBH with the same terms and conditions; however, any extension beyond the original 36 months must be approved by the Joint Legislative Committee on the Budget (JLCB). The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract, approved by the Joint Legislative Committee on the Budget (JLCB), or as authorized by applicable law. Prior to such extension, any amendment to this contract, including extension beyond the original 36 months, will not be effective until approved by the Office of Contractual Review.

K. Payment

The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of insert name of approval authority.

III. PROPOSALS

A. General Information

This section outlines the provisions which govern determination of compliance of each proposer's response to the RFP. The Department shall determine, at its sole discretion, whether or not the requirements have been reasonably met. Omissions of required information shall be grounds for rejection of the proposal by the Department.

B. Contact After Solicitation Deadline

After the date for receipt of proposals, no proposer-initiated contact relative to the solicitation will be allowed between the proposers and DHH until an award is made.

C. Rejection and Cancellation

Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts. The Department reserves the right to reject all proposals received in response to this solicitation.

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

D. Award Without Discussion

The Secretary of DHH reserves the right to make an award without presentations by proposers or further discussion of proposals received.

E. Assignments

Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal.

F. Proposal Cost

The proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any proposal submitted in response to this

RFP, and shall not include this cost or any portion thereof in the proposed contract price

G. Ownership of Proposal

All proposals become the property of the Department and will not be returned to the proposer. The Department retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

H. Procurement Library/Resources Available To Proposer

Licensing Standards: www.dhh.louisiana.gov/offices/?id=112

American Society of Addiction Medicine: www.asam.org

OBH-AD link: www.addictionsla.org

I. Proposal Submission

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.
2. Proposer shall submit one (1) original hard copy and should submit one (1) electronic copy and ten (10) hard copies of each proposal. No facsimile or emailed proposals will be accepted. The cost proposal and financial statements should be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.
3. Proposals must be submitted via U.S. mail, courier or hand delivered to:

If courier mail or hand delivered:

Mary Gonzalez

Department of Health and Hospitals

Division of Contracts and Procurement Support

628 N 4th Street, 5th Floor

Baton Rouge, LA 70802

If delivered via US Mail:

Mary Gonzalez

Department of Health and Hospitals

Division of Contracts and Procurement Support

P.O. Box 1526

Baton Rouge, LA 70821-1526

J. Proprietary and/or Confidential Information

1. The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstances. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
2. For the purposes of this RFP, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this RFP shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information submitted in conjunction with this RFP may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.
3. The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the proposer, without restrictions."
4. Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".
5. Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, DHH will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must take legal action as necessary to restrain DHH from releasing information DHH believes to be public record.
6. **If the proposal contains confidential information, a redacted copy of the proposal must be submitted.** If a redacted copy is not submitted, DHH may

consider the entire proposal to be public record. When submitting the redacted copy, it should be clearly marked on the cover as - "REDACTED COPY". The redacted copy should also state which sections or information has been removed."

7. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

K. Proposal Format

1. An item-by-item response to the Request for Proposals is requested.
2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy the requirements of the RFP.

L. Requested Proposal Outline:

- Introduction/Administrative Data
- Work Plan/Project Execution
- Relevant Corporate Experience
- Personnel Qualifications
- Additional Information
- Corporate Financial Condition
- Cost and Pricing Analysis

M. Proposal Content

1. Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The agency shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. It should also include information that will assist the Department in determining the level of quality and timeliness that may be expected. Work samples may be included as part of the proposal.
2. Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.
3. Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section II.
4. Introduction/Administrative Data

- a. The introductory section should contain summary information about the proposer's organization. It should further cite its ability to satisfy provisions of the Request for Proposal.
 - b. This introductory section should include a description of how the proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure.
 - c. This section should also include the following information:
 - i. Location of Active Office with Full Time Personnel, include all office locations (address) with full time personnel.
 - ii. Name and address of principal officer;
 - iii. Name and address for purpose of issuing checks and/or drafts;
 - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
 - v. If out-of-state proposer, give name and address of local representative; if none, so state;
 - vi. If any of the proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
 - vii. If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
 - viii. Proposer's state and federal tax identification numbers.
 - d. The following information must be included in the proposal:
 - i. Certification Statement: The proposer must sign and submit the attached Certification Statement (See Attachment I).
 - ii. Proposer shall guarantee that there will be no conflict or violation of the Ethics Code if it is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.
 - iii. Proposer shall guarantee that the entire proposal will be valid for a period of 120 days after the submission date
 - iv. Proposer shall guarantee that the proposal submitted shall become a contractual obligation and valid if a contract is awarded.
5. Work Plan/Project Execution
- The proposer should articulate an understanding of, and ability to effectively implement services as outlined within Section II of the RFP. In this section

the proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the proposer should:

- a. Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate.
- b. Provide a strategic overview including all elements to be provided.
- c. Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served.
- d. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
- e. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
- f. Describe approach and strategy for project oversight and management.
- g. Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided and staff productivity.
- h. Demonstrate an understanding of and ability to implement data collection as needed.
- i. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section II.
- j. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
- k. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
- l. Identify all assumptions or constraints on tasks.
- m. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.

- n. If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor.
- o. Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.

6.Relevant Corporate Experience

- a. The proposal should indicate the firm has a record of prior successful experience in the design and implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The proposer should have, within the last 24 months completed a similar type project. Proposers should give at least two customer references for projects completed in at least the last 24 months. References should include the name, email address and telephone number of each contact person.
- b. In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.

7.Personnel Qualifications

- a. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.
- b. Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.
- c. Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a sub-contractor.

- d. Key personnel and the percentage of time directly assigned to the project should be identified.
- e. Résumés of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:
 - Experience with proposer,
 - Previous experience in projects of similar scope and size.
 - Educational background, certifications, licenses, special skills, etc.
- f. If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.

8. Additional Information

As an appendix to its proposal, if available, proposers should provide copies of any policies and procedures manuals applicable to this contract, inclusive of organizational standards or ethical standards. This appendix should also include a copy of proposer's All Hazards Response Plan, if available.

9. Corporate Financial Condition

- a. The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.
- b. Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.

10. Cost and Pricing Analysis

- a. Proposer shall specify costs for performance of tasks. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs shall be included in the proposal.
- b. Sustainability- The cost proposal should demonstrate how the operation can be sustained long term based on utilization and per diem reimbursement.

N. Evaluation Criteria

The following criteria will be used to evaluate proposals:

- 1. Evaluations will be conducted by a Proposal Review Committee.

2. Evaluations of the financial statements will be conducted by a member of the DHH Fiscal Division.
3. Scoring will be based on a possible total of 100 and the proposal with the highest total score will be recommended for award.
4. Cost Evaluation:
A maximum of 15 points may be awarded for the cost criteria based on evaluation of reasonableness of cost based on economies of scale, adequate budget detail, and justification that all cost is consistent with the purpose, objectives, and deliverables of the RFP.
5. Evaluation Criteria and Assigned Weights:

Evaluation Criteria	Assigned Weight
Introduction/Understanding of RFP	10
Work Plan/Project Execution	25
Corporate Experience	15
Qualification of Personnel	20
Financial Statements	15
Cost Evaluation	15
Total	100

O. Announcement of Award

The Department will award the contract to the proposer with the highest graded proposal and deemed to be in the best interest of the Department. All proposers will be notified of the contract award. The Department will notify the successful proposer and proceed to negotiate contract terms.

IV. CONTRACTUAL INFORMATION

- A. The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1/attached) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded.
- B. Mutual Obligations and Responsibilities: The state requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1.

- C. Performance Bond-For all contractors (for profit or not for profit) awarded contracts through the RFP; the Department shall require the contractor, within 10 days of signing the contract, to procure, submit, and maintain a Performance Bond in the amount of 10% of the annual contract amount.

OR

Retainage-As an alternative to a performance bond or letter of credit requirement above, the Department, at the request of the contractor and acceptance by the Department, may secure a retainage of 10% from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis.

- D. In addition, to terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:

1. Personnel Assignments: The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.
2. Force Majeure: The contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
3. Order of Precedence: The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
4. Entire Agreement: This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter.
5. Board Resolution/Signature Authority: The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.

6. Warranty to Comply with State and Federal Regulations: The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.
7. Warranty of Removal of Conflict of Interest: The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.
8. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
 - a. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
 - b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana-the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
 - c. The contractor must provide written assurance to the agency from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

Attachments:

- I. Certification Statement
- II. DHH Standard Contract Form (CF-1)
- III. Special Provisions for Treatment Contracts
- IV. HIPAA
- V. OBH Recommended Staffing Patterns

CERTIFICATION STATEMENT**ATTACHMENT I**

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date	
Official Contact Name	
Email Address	
Fax Number with Area Code	
Telephone Number	
Street Address	
City, State, and Zip	

Proposer certifies that the above information is true and grants permission to the Department to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 120 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have ____ business days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

**CFMS:
DHH:
AGENCY #**

Attachment II
DHH - CF - 1

**CONTRACT BETWEEN STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALS**

AND

FOR

☐ Personal Services ☐ Professional Services ☐ Consulting Services ☐ Social Services

1) Contractor (Legal Name if Corporation)	5) Federal Employer Tax ID# or Social Security # (11 digits)
2) Street Address	6) Parish(es) Served
City and State	Zip Code
3) Telephone Number	7) License or Certification #
4) Mailing Address (if different)	8) Contractor Status Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No
City and State	Zip Code
8a) CFDA# (Federal Grant #)	

9) **Brief Description Of Services To Be Provided:**

Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, a resume of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

10) Effective Date	11) Termination Date
---------------------------	-----------------------------

12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) **Maximum Contract Amount**

14) **Terms of Payment**

If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	Name	
	Title	Phone Number

15) **Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):**

During the performance of this agreement, the Contractor hereby agrees to the following terms and conditions:

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or DHH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Department of Health and Hospitals, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one (1) copy of the audit shall be sent to the **originating DHH Office.**

4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of Contractual Review.
6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to automobile insurance, workers' compensation and general liability insurance.

7. Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Department of Health and Hospitals, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
8. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
9. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
10. Should contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
11. All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.
12. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
13. No person and no entity providing services pursuant to this contract on behalf of contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 1113 as amended in the 2008 Regular Session of the Louisiana Legislature.
14. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
15. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the

contract has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502.

16. The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
17. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
19. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
21. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.
22. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.

23. Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

THIS CONTRACT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS CONTRACT IS SIGNED ON THE DATE INDICATED BELOW.

	STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS
--	--

_____ SIGNATURE	_____ DATE	_____ SIGNATURE	_____ DATE
---------------------------	----------------------	---------------------------	----------------------

_____ NAME	_____ NAME
----------------------	----------------------

_____	<u>Secretary, Department of Health and Hospitals or Designee</u>
-------	--

_____ TITLE	_____ TITLE
-----------------------	-----------------------

--	--

_____ SIGNATURE	_____ DATE	_____ SIGNATURE	_____ DATE
---------------------------	----------------------	---------------------------	----------------------

_____ NAME	_____ NAME
----------------------	----------------------

_____	_____
-------	-------

_____ TITLE	_____ TITLE
-----------------------	-----------------------

OBH SPECIAL PROVISIONS FOR TREATMENT CONTRACTS

1. Contractor agrees to meet and maintain DHH Minimum Standards/Requirements for Abuse/Addiction Treatment Facilities/Programs as promulgated. A copy of such license(s) is attached to and is a part of this contract. Contractor also agrees to notify OBH when a license has been renewed or when licensing status changes and submit a copy of the license within ten (10) days of receipt. Failure to maintain a license at the full or provisional level may subject this contract to immediate termination.
2. Contractor grants to the Department of Health and Hospitals (DHH) and its official designees the right to inspect the facilities in which services are being provided at all times, particularly with respect to its standards of operation, maintenance and compliance with State and Federal regulations and the terms of this contract.
3. Contractor shall establish and maintain an accounting system that contains complete and accurate records that will justify and document all expenditures, reflect all accruals, and provide a clear audit trail to the point of origin. All funds received in the furtherance of this contract, whether fees, state, federal, private or in-kind contributions, shall be accounted for in the same manner and according to generally accepted accounting principles.

Failure to establish and retain adequate documentation will result in disallowance of expenditures and represent a contractual breach.

Contractor further agrees that in the event that more than one program is operated by Contractor, the funds provided in this contract will be expended only to provide the services described herein to eligible participants. Under no circumstances are monies to be transferred from one program budget to another without contract amendment.

4. In order that costs be considered allowable under this contract, they must satisfy the following general requirements:
 - a. They must be calculated using generally acceptable accounting principles, unless some other procedure is specified in federal regulation.
 - b. They must be consistent with the contract outcomes established in Attachment III: Statement of Work.
 - c. They must be consistent with the treatment needs of the clients served.
 - d. They must be reasonable and necessary for the proper administration of this contract.
5. Contractor agrees that funds provided under this contract may not be used for:
 - a. Paying salary of an individual at a rate in excess of \$120,000 per year;
 - b. Payments by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or agreement;

- c. Costs that are prohibited by federal, state or local laws or regulations or by other provisions within this contract.
6. Contractor agrees to adopt the DHH Liability Limitations Schedule, and implement such schedule for the collection of client fees and third party payments. Contractor further assures that no persons will be refused services due to inability to pay, or be required to make an advance deposit for any services applied for, provided or rendered for which full or partial payment is received under this contract.
7. Contractor agrees that fees paid by clients or received by the Contractor on behalf of a specific client(s) from third parties, must be applied to the costs for which the Contractor can be reimbursed for services to the paying client, unless otherwise agreed upon by Contractor and DHH through contract provision. DHH agrees that monies from other funding sources, which are paid to contractor for services similar to the services required by the contract, will not for the term of the contract; cause a reduction of the contract's amount.
8. This provision applies to cost reimbursement contracts only. Contractor agrees to request reimbursement of expenses incurred in performance of this contract only after the Contractor has paid the expense. Further, should DHH determine the Contractor has not paid a reimbursable expense; DHH may withhold an amount equal to the unpaid expense from the reimbursable expenses until such time as DHH determines that payment has been made. In the event that payment has not been made by the end of the fiscal year, the Contractor will forfeit the disputed amount.
9. Contractor shall abide by the Drug Abuse Office and Treatment Act of 1972, as amended; the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, et. seq., as amended, all other requirements of the U.S. Department of Health and Human Services; all applicable licensing standards and requirements; and requirements as enumerated in Title XVIII and Title XIX of the Social Security Act as applicable.
10. Contractor agrees to develop and implement a drug-free workplace policy that meets the following minimum requirements:
 - a. Contractor shall publish a statement notifying the Contractor's employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - b. Contractor shall establish a drug-free awareness program to inform the Contractor's employees about (i) the dangers of drug abuse in the workplace; (ii) the Contractor's policy of maintaining a drug-free workplace; (iii) any available counseling, rehabilitation, and employee assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations;

- c. Contractor shall provide each of its employees with a copy of the written statement required in A., above, and secure a signed statement from each employee indicating that the employee will, as a condition of employment, (i) abide by the terms of the statement; and (ii) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - d. Contractor shall notify OBH of any violations of the drug-free workplace policy.
- 11. In the preparation of any statements, press releases or printed documents describing the program provided under this contract, Contractor shall clearly acknowledge federal and/or state government funding received, and such credit will be given the same degree of prominence as any other sponsor, supporter or funding agency.
- 12. Contractor agrees to serve any clients that DHH refers to the Contractor whose needs meet the program's description of services.
- 13. Contractor agrees to permit the DHH open access to all information and data concerning the program, the program fiscal operations and the program participants. Contractor shall provide the DHH such information and data as the DHH may from time to time require or request, such information to be provided in the form and manner as may be prescribed by the DHH.
- 14. Contractor agrees to enter information into the web-based Louisiana Addictive Disorders Data System (LADDS) on a daily basis in the form and manner prescribed by OBH. Contractor further agrees to maintain individual Client Data Forms from which such information is collected in the client record.
- 15. Contractor agrees to enter census, admission, discharge and waiting list data into the OBH Daily Census web-site on a daily basis in the manner and form prescribed by OBH.
- 16. DHH may terminate this Contract immediately for actions or omissions of the Contractor that endanger client life, health and/or safety.
- 17. **Substance Abuse Treatment Block Grant Requirements**

As a recipient of the Federal Substance Abuse Prevention and Treatment (SAPT) Block Grant, the contractor must adhere to all applicable requirements.

§ 96.124 Certain Allocations: *(Required Services for Contractors Receiving Block Grant Funds Set Aside for Pregnant Women and Women with Dependent Children)*

If the contractor receives Block Grant funds set aside for pregnant women and women with dependent children (including women attempting to regain custody of their children), the contractor must adhere to items (1.) through (7.).

1. The contractor treats the family as a unit and, therefore, admits both women and their children into treatment services, if appropriate.¹
2. The contractor provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
3. The contractor provides or arranges for child care while the women are receiving services.
4. The contractor provides or arranges for primary pediatric care for the women's children, including immunizations.
5. The contractor provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
6. The contractor provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
7. The contractor provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services provided by (2.) through (6.) above.

§ 96.126 Capacity of Treatment for Intravenous Drug Abusers

If the contractor treats individuals for intravenous substance abuse, the contractor must adhere to items (8.) through (15).

8. Contractor agrees that contractors providing services to drug users will give priority for admission and treatment to those using drugs intravenously (IVDUs) and the contractor gives preference to clients in the following order:
 - (a.) To pregnant injecting drug users first
 - (b.) To other pregnant substance abusers second
 - (c.) To other injecting drug users third
 - (d.) To all others individuals fourth
9. Within 7 days of reaching 90 percent of its treatment capacity, the contractor notifies the State that 90 percent of the capacity has been reached, using a form provided for this purpose, and monthly thereafter, for any month in which this level has been reached/exceeded, and,
 - (a) Keep separate, accurate documentation on IVDU's showing date of application for treatment, date of admission, percent IVDU's served of the total and any interim services provided the client prior to admission.
10. The contractor admits each individual who requests and is in need of treatment for

¹ Such an admission may not be appropriate, however, if for example, the father of the child(ren) is able to adequately care for the child(ren).

intravenous drug abuse not later than:

- (a.) 14 days after making the request *or*
 - (b.) 120 days if the contractor has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the contractor makes interim services available until the individual is admitted to a substance abuse treatment contractor
11. When applicable, the contractor offers interim services that include, at a minimum², the following:
- (a.) Counseling and education about HIV and tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
 - (b.) Referral for HIV or TB treatment services, if necessary
 - (c.) Counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
- .12. The contractor has a mechanism that enables it to:
- (a.) Maintain contact with individuals awaiting admission
 - (b.) Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment contractor within a reasonable geographic area
13. The contractor takes clients awaiting treatment for intravenous substance abuse off the waiting only when one of the following conditions exists:
- (a.) Such persons cannot be located for admission into treatment *or*
 - (b.) Such persons refuse treatment
14. The contractor carries out activities to encourage individuals in need of treatment services for intravenous drug abuse to undergo such treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method:
- (a.) The standard intervention model as described in *The NIDA Standard Intervention Model for Injection Drug Users: Intervention Manual*, National AIDS Demonstration Research (NADR) Contractor, National Institute on Drug Abuse, (Feb. 1992)
 - (b.) The health education model as described in Rhodes, F., Humfleet, G.L. et al., *AIDS Intervention Contractor for Injection Drug Users: Intervention Manual*, (Feb. 1992)

² Interim services may also include federally approved interim methadone maintenance.

- (c.) The indigenous leader model as described in Wiebel, W., Levin, L.B., *The Indigenous Leader Model: Intervention Manual*, (Feb. 1992)
- 15. The contractor conducts and documents outreach activities directed at attracting IVDU's into treatment, document such activities, and ensures that outreach efforts (have procedures for):
 - (a.) Selecting, training, and supervising outreach workers
 - (b.) Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements
 - (c.) Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV
 - (d.) Recommending steps that can be taken to ensure that HIV transmission does not occur

§ 96.127 Requirements Regarding Tuberculosis

- 16. The contractor directly, or through arrangements with other public or nonprofit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
 - (a.) Counseling the individual with respect to TB
 - (b.) Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual
 - (c.) Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment
- 17. For clients denied admission to the contractor on the basis of lack of capacity, the contractor refers such clients to other providers of TB services.
- 18. The contractor has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
 - (a.) Screening patients and identification of those individuals who are at high risk of becoming infected
 - (b.) Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2
 - (c.) Case management activities to ensure that individuals receive such services

19. The contractor reports all individuals with active TB to the Office of Public Health as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

§ 96.128 Requirements Regarding HIV

If the State is a designated State and the contractor is one of the State's HIV early intervention contractors, the contractor must adhere to items (20.) through (25.).

20. The contractor makes appropriate pretest counseling for HIV and AIDS available at the sites at which the individuals are undergoing treatment for substance abuse.
21. The contractor makes available, at the sites at which the individuals are undergoing treatment for substance abuse, appropriate HIV/AIDS testing, including tests to diagnose the extent of the deficiency in the immune system and tests to provide information on appropriate therapeutic measures for preventing and treating the deterioration of the immune system and for preventing and treating conditions arising from the disease available.
22. The contractor makes available appropriate post-test counseling at the sites at which the individuals are undergoing treatment for substance abuse.
23. The contractor makes available, at the sites at which individuals are undergoing treatment for substance abuse, therapeutic measures for preventing and treating the deterioration of the immune system and for preventing and treating conditions arising from the disease.
24. The contractor has established linkages with a comprehensive community resource network of related health and social services organizations to ensure a wide-based knowledge of the availability of these services and to facilitate referral.
25. The contractor ensures that HIV early intervention services are undertaken voluntarily, provided with patients' informed consent, and are not required as a condition of receiving substance abuse treatment or any other services.

§ 96.131 Treatment Services for Pregnant Women

26. The contractor gives preference in admission to pregnant women and post-partum women, who seek or are referred for and would benefit from Block Grant-funded treatment services. Further, the contractor gives preference to clients in the following order:
 - (a.) To pregnant injecting drug users first
 - (b.) To other pregnant substance abusers second
 - (c.) To other injecting drug users third
 - (d.) To all others individuals fourth
27. When unable to admit a pregnant applicant due to lack of capacity, the contractor will refer the applicant client to the nearest state operated outpatient clinic for appropriated

placement or

28. The contractor makes available interim services until treatment services are available within 48 hours to pregnant women who cannot be admitted because of lack of capacity.

Strongly Encouraged Services for All Contractors that Provide (Substance Abuse) Services to Women

The contractor provides pregnant women, women with dependent children, and their children, either directly or through linkages with community-based organizations, a comprehensive range of services to include:

- (1.) Case management to assist in establishing eligibility for public assistance contractors provided by Federal, State, or local governments
- (2.) Employment and training contractors
- (3.) Education and special education contractors
- (4.) Drug-free housing for women and their children
- (5.) Prenatal care and other health care services
- (6.) Therapeutic day care for children
- (7.) Head Start
- (8.) Other early childhood contractors

§ 96.132 Additional Requirements

29. The contractor makes continuing education in treatment services available to employees who provide the services.
30. The contractor has in effect a system to protect patient records from inappropriate disclosure, and the system:
 - (a.) Is in compliance with all applicable State and Federal laws and regulations, including 42 CFR part 2
 - (b.) Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure

§ 96.135 Restrictions on the Expenditure of the Grant

31. The contractor does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

- (a.) The individual cannot be effectively treated in a community-based, non-hospital, residential contractor
 - (b.) The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, nonhospital, residential treatment contractor
 - (c.) A physician makes a determination that the following conditions have been met:
 - (i.) The primary diagnosis of the individual is substance abuse and the physician certifies that fact
 - (ii.) The individual cannot be safely treated in a community-based, nonhospital, residential treatment contractor
 - (iii.) The service can reasonably be expected to improve the person's condition or level of functioning
 - (iv.) The hospital-based substance abuse contractor follows national standards of substance abuse professional practice
 - (d.) The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in a residential, community-based program)
32. The contractor does not expend SAPT Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
 33. The contractor does not expend SAPT Block Grant funds to satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
 34. The contractor does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
 35. The contractor does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
 36. The contractor does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
 37. The contractor does not expend SAPT Block Grant funds to provide treatment services in penal or correctional institutions of the State.

§ 96.137 Payment Schedule

38. The contractor uses the Block Grant as the “payment of last resort” for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- (a.) Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including contractors under title XVIII and title XIX; any State compensation contractor, any other public assistance contractor for medical expenses, any grant contractor, any private health insurance, or any other benefit contractor
 - (b.) Secure from patients or clients payments for services in accordance with their ability to pay

42 C.F.R part 54 (See 42 C.F.R. 54.8 (c) (4) and 54.8 (b), Charitable Choice Provisions and Regulations as published in the Federal Register Vol. 68, No. 189 on September 30, 2003. Charitable Choice

39. No provider of substance abuse services receiving Federal funds from the U.S. Substance Abuse and Mental Health Services Administration, including this organization, may discriminate against clients on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.
- (a.) If a client objects to the religious character of this organization, Federal law gives them the right to a referral to another provider of substance abuse services to which they have no religious objection.
 - (b.) The referral, and receipt of alternative services, must occur within a reasonable period of time after a client request them.
 - (c.) The alternative provider must be accessible to the client and have the capacity to provide substance abuse services.
 - (d.) The services provided to the client by the alternative provider must be of a value not less than the value of the services they would have received from this organization.
 - (e.) Contractor will abide by any and all stipulations set forth in the **Charitable Choice** Policy and Procedures Memorandum issued by OAD Assistant Secretary on August 16, 2006.

OMB A-133 AUDIT REQUIREMENT

40. Contractor shall comply with federal and state laws and/or DHH Policy requiring an audit of Contractor's operation, including but not limited to provisions set forth by Office of Management and Budget Circular No. A-133. This provision generally requires that Non-Federal entities that expend \$500,000 or more in a fiscal year in Federal awards shall have a single or program-specific audit conducted for that year.

(Rev. 1/04)

HIPAA Business Associate Addendum:

This Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment ___ to the contract.

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. "*Protected health information*" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.
 - "*Electronic protected health information*" means PHI that is transmitted by electronic media or maintained in electronic media.
 - "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such

information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.
9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.
10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
13. Compliance with Security Regulations:

In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:

 - (A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;
 - (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
 - (C) Report to DHH any security incident of which it becomes aware.
14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

Recommended Staffing for Clinically Managed High Intensity Residential (Adolescent Inpatient/residential) Level III.5

Staff Positions	
Facility Manager	1
Physician M.D. Medical Director	10 hrs/week
Primary Care Physician	10 hs/week for Histories and Physicals at admission and medication management
Psychologist	20 hrs week
Nurse (Nurse Practitioner/ RN or LPN)	1 FTE Nurse Practitioner/RN with LPN required for first shift with 1 backup LPN, two LPNs on second shift, one RN/LPN required for the 3rd shift; RN sup or NP on call
Licensed or Certified Clinician or Counselor w/Direct Supervision	1 clinician per 8 clients
Psych Aid	1:5 day and evening shift, 1:10 night shift
Clerical/ Support Staff	1-2 FTE day shift
Activity/ Occupational Therapist	1 FTE
Care Coordinator	1 FTE per day shift, and/or duties may be assumed by clinical staff
Outreach Worker/ Peer mentor	Optional